

1. General

These purchasing conditions apply to all HEID AT orders. The content and scope of the orders and their changes and additions result exclusively from the orders placed in writing or by data retrieval procedure. Contradictory order confirmations or general terms and conditions of the seller will not be recognized. This also applies if they have not been expressly contradicted. Orders must be confirmed within 2 days of receipt. Orders that are not confirmed in good time can be revoked at any time. The origin of all delivered goods must be confirmed by the seller by submitting a supplier declaration in accordance with EU Implementing Regulation 2015/2447: Articles 61-63 of the said EU regulation must be observed.

2. Prices

All prices are fixed prices. Unless otherwise expressly agreed, they are understood to be "free carrier" from the seller ("FCA" according to Incoterms 2010). Price increases are only effective after written approval by HEID AT. The seller must take back all packaging used by him. He has to bear the costs for packaging material and its return.

3. Documents from seller

Upon delivery, the seller shall provide instructions and drawings free of charge, which contain sufficient details to enable the goods delivered to be used and used as intended and to be maintained. These instructions and drawings become the property of HEID AT. Insofar as drawings and their content are protected by copyright, HEID AT receives the irrevocable, transferable and free right to use these copyrights without restriction in terms of location, time and content and in all types of use, in particular to reproduce, distribute, publish, change and further process them.

4. Terms of Delivery

The seller is obliged to comply with the delivery times and delivery dates specified on the orders or delivery schedules. If he has to assume that the timely fulfillment of the contract will not be possible for him in whole or in part, he must inform HEID AT of this immediately, stating the reasons, and then in writing in any case, and HEID AT's decision on maintaining the contract to obtain an order. In this case, HEID AT is entitled to withdraw from the contract without having to pay compensation. If the seller omits the timely notification, he cannot invoke an impediment to performance, even if he is not responsible for it. Otherwise, the statutory provisions apply.

5. Shipping Papers

Each consignment must be accompanied by the delivery note (in duplicate) and the shipping notice so that it is easy to find. The invoice does not count as a notice of dispatch. Upon delivery, the opening hours of the HEID AT goods acceptance must be observed.

6. Liability for Material Defects

The seller guarantees that the delivered goods are free of defects. Its outgoing goods inspection is to be designed in such a way that HEID AT only has to inspect the goods for obvious defects, transport damage and discernible deviations in identity and quantity and to report these immediately. Acceptance by HEID AT is always subject to all liability claims for material defects. If HEID AT discovers a defect in the goods before or during installation, it can demand supplementary performance. If production is endangered, HEID AT itself or a third party is entitled to remedy the defect immediately at the expense of the seller. The seller's liability for material defects for the goods ends 24 months after delivery of the products into which the goods were installed to

the end customer, at the latest 36 months after delivery to HEID AT. The right to assert payment claims from this point 6 expires 12 months later. For the rest, the legal regulations apply, unless deviating regulations are made in these terms and conditions.

If a defect occurs after the goods have been installed and the HEID AT end product has been delivered to the end customer, HEID AT will carry out the material defect work either itself or through its authorized dealer at the seller's expense. The seller reimburses HEID AT for the parts costs at the OEM price plus 20% and the working time for installation and removal at the HEID AT hourly warranty rate as well as other necessary expenses. If a defect in the goods delivered by the seller occurs repeatedly, so that this represents a serious and far-reaching problem with negative consequences for the marketing of the HEID AT end product, or if there is a safety risk, a comprehensive replacement of the goods can be an appropriate measure, regardless of specific warranty cases be. In these cases, HEID AT is entitled to charge the seller for all costs and expenses that are to be seen as a direct result of these remedial measures according to his share of the cause.

7. Quality Assurance

The seller recognizes the HEID AT guidelines for quality assurance of supplied products and undertakes to carry out the measures listed. The seller warrants that the goods are free of prohibited substances and comply with the state of the art and the applicable safety, health and environmental protection regulations.

The seller is responsible for ensuring that all products delivered to HEID AT comply with the CFSI (Counterfeit, Fraudulent and Suspect items) standard.

8. Product Liability, Infringement of Property Rights

The seller undertakes to protect, defend and indemnify HEID AT against all product liability claims, whether proven or alleged, which result from injury to body, health or property due to a design, manufacturing or instruction error and to compensate HEID AT for the damage incurred to replace. This only applies insofar as the seller is responsible for the error that triggers liability.

9. Intellectual Property Rights

The seller will protect, defend and indemnify HEID AT from all third-party claims based on a proven or alleged infringement of property rights that are asserted in the context of production, sale or use of the delivered goods and compensate HEID AT for the damage incurred.

10. Code of Conduct

The seller declares that he meets the internationally applicable minimum standards regarding the observance of human rights; child labour, general compliance regulations for gifts and invitations, responsibility towards nature, handling of information and data. The seller is obliged to provide HEID AT with all information regarding the nature and weight of all delivered goods, insofar as this is required under the applicable export control regulations. The seller further undertakes to comply with all applicable export control regulations and sanctions lists.

11. Additional Provisions

Claims against HEID AT may not be assigned without written consent. The same applies to the transfer of orders and orders. The ineffectiveness of individual provisions does not affect the effectiveness of the remaining purchasing conditions. The place of fulfillment for delivery and payment is the registered office of HEID AT, unless otherwise stated.

12. Jurisdiction, Choice of Law

Exclusive place of jurisdiction is Stockerau. Austrian law applies to the exclusion of the conflict of law rules. The provisions of the UN sales law shall not apply